

CAUSE NO. \_\_\_\_\_

<b>ISIAH KELLUP</b>	§	<b>IN THE DISTRICT COURT OF</b>
	§	
<b>v.</b>	§	<b>MONTGOMERY COUNTY, TEXAS</b>
	§	
<b>BANK OF AMERICA, N.A.</b>	§	<b>_____ JUDICIAL DISTRICT</b>

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**AFFIDAVIT OF ISIAH KELLUP**

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<b>STATE OF TEXAS</b>	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS</b>
<b>COUNTY OF MONTGOMERY</b>	§	

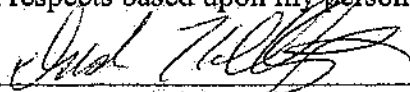
BEFORE ME, the undersigned authority, on this day personally appeared Isiah Kellup who, after being duly sworn, deposes and says:

1. My name is Isiah Kellup. I am the Plaintiff in the above-captioned lawsuit. I have read the Original Petition, Application for Injunctive Relief, and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the real property and the improvements thereon located at 29711 Legends Green Drive, Spring, Texas 77386 (the "Property").
3. My ex-wife and I purchased the Property on or about October 19, 2007. During the process of purchasing the Property, Plaintiff executed a Note in the amount of \$196,654.00 as well as a Deed of Trust from Mortgage Electronic Registration Systems, Inc. ("MERS") through an FHA loan (FHA Case No. TX4938450814-703).
4. Upon information and belief, the Note and related Deed of Trust were subsequently transferred to Bank of America, N.A. ("BOA") for which Carrington Mortgage Services, LLC ("Carrington") acts as the loan servicer.
5. I requested loss mitigation assistance from BOA and had attempted to obtain a workable modification on several occasions. Every time BOA has either not responded or switched the servicer on my loan when the modification paperwork had almost been processed.
6. I submitted a completed loan modification application to Defendant in March 2022. To date, I have not received an approval or rejection letter from Defendant regarding the status of my loan modification application nor was I provided the opportunity to appeal that decision. Moreover, posting the Property for foreclosure sale without

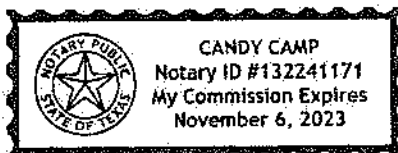
providing me proper and timely notice of default, the opportunity to cure the default, notice of intent to accelerate the debt, notice of acceleration of debt, and notice of foreclosure sale violates the Texas Property Code as well as my due process rights and the terms and conditions of the Deed of Trust.

7. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, Defendant failed to provide face-to-face counseling pursuant to HUD regulations incorporated into Section 9(d) in the Deed of Trust, and failed to send a notice of default, provide the opportunity to cure, a notice of intent to accelerate the debt, and notice of acceleration of debt. Instead, Defendant violated my due process rights and violated RESPA by simply posting the Property for foreclosure sale, despite being under loss mitigation review. Additionally, the foreclosure scheduled to be conducted by Defendant should be void as a matter of law because Defendant did not provide me with the statutory Notices pursuant to Section 13 of the Deed of Trust. Defendant's failure to provide me with the statutory Notices deprives me of my due process rights and the opportunity to cure pursuant to Section 10 of the Deed of Trust.
8. Accordingly, I am alleging that Defendant is about to wrongfully sell the Property at a foreclosure sale on May 3, 2022 without providing the required notices, in violation of RESPA, and in violation of my due process rights.
9. The latest foreclosure posting has severely affected my personal and professional life. I have trouble sleeping and focusing on simple tasks. My anxiety level as reached a level I have never experienced in my life and my stress level has negatively impacted both my business and my family life.

I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

  
Isiah Kellup

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29<sup>th</sup> day of April  
2022.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:

11/06/2023